

F-85278
F-14836-A
F-14836-A2

INTERIM CONVEYANCE

WHEREAS

Ukpeagvik Inupiat Corporation

is entitled to a conveyance pursuant to Secs. 14(a), 22(f) and 22(j), both as amended, of the Alaska Native Claims Settlement Act of December 18, 1971 (ANCSA), 43 U.S.C. 1601, 1613(a), 1621(f) and (j), and as provided for in paragraphs 6 and 7 of the Agreement Between the United States of America and Ukpeagvik Inupiat Corporation dated February 7, 1986, as amended, (NARL Agreement), of the surface estate of the following described lands and water:

Lands conveyed pursuant to Sec. 22(f) of ANCSA

Parcel A

Lot 5, U.S. Survey No. 5253, Alaska, located in the vicinity of Barrow, Alaska, excluding IC No. 671.

Containing approximately 241 acres.

Parcel B

Lot 4, U.S. Survey No. 5253, Alaska, located in the vicinity of Barrow, Alaska, excluding IC No. 671, withdrawal applications F-81469, F-81490, and F-84258 and former withdrawal application F-81470.

All of the surface estates of the beds of Middle Salt Lagoon and North Salt Lagoon.

Containing approximately 2,370 acres.

T. 23 N., R. 18 W. (Surveyed)
Sec. 23, lot 1.

Containing 5 acres as shown on the plat of survey accepted November 20, 1978.

The above land description is intended to simplify and conform to the description found in paragraph 6 of the NARL Agreement.

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Lots 1 and 2, U.S. Survey No. 5253. Alaska, located in the vicinity of Barrow, Alaska.

Containing 438.90 acres as shown on the plat of survey officially filed March 22, 1979.

Lands conveyed pursuant to Sec. 14(a) of ANCSA

Umiat Meridian, Alaska

T. 20 N., R. 17 W. (Surveyed)
Secs. 1, 2 and 3;
Secs. 9, 10, 11 and 12;
Secs. 31 and 32.

Containing 5,708.69 acres as shown on the plat of survey accepted November 20, 1978.

T. 20 N., R. 18 W. (Surveyed)
Secs. 33, 34, 35 and 36.

Containing 2,560 acres as shown on the plat of survey accepted November 20, 1978.

T. 22 N., R. 18 W. (Surveyed)
Sec. 3, that portion more particularly described as, commencing at Station 70+00, centerline Runway 24, proceed North 89°57'45" East a distance of 7150.0 feet to the True Point of Beginning; thence North 0°2'15" West, 500.0 feet;
thence North 89°57'45" East, 1000.0 feet;
thence South 0°2'15" East, 1000.0 feet;
thence South 89°57'45" West, 1000.0 feet;
thence North 0°2'15" West, 500.0 feet to the point of beginning, including any and all improvements thereon;

Sec. 7, that portion more particularly described as, commencing at centerline of right-of-way Station 11+50, proceed South 0°02'15" East 4250.0 feet to the point of beginning; thence North 89°57'45" East, 150.0 feet to a point;

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thence South 0°02'15" East, 300.0 feet to a point;
thence South 89°57'45" West, 300.0 feet to a point;
thence North 0°02'15" East, 300.0 feet to a point;
thence North 89°57'45" East, 150.0 feet to the point of beginning,
excepting those existing improvements along with the right to operate,
maintain, improve, replace or remove the same.

Containing approximately 25.03 acres.

T. 20 N., R. 19 W. (Surveyed)
Secs. 31 and 32;
Secs. 33 and 34, excluding Native allotment F-11941;
Secs. 35 and 36.

Containing approximately 3,649 acres.

T. 20 N., R. 20 W. (Surveyed)
Sec. 28;
Secs. 32 to 36, inclusive.

Containing 3,840 acres as shown on the plat of survey accepted
November 20, 1978.

Aggregating approximately 18,837.62 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the above-named corporation the surface estate in the lands above described; TO HAVE AND TO HOLD the said estate with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said corporation, its successors and assigns, forever:

EXCEPTING AND RESERVING TO THE UNITED STATES from the lands so granted:

1. The subsurface estate therein, and all rights, privileges, immunities, and appurtenances, of whatsoever nature, accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971, 43 U.S.C. 1601, 1613(f);

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2. All those rights and privileges reserved in the Submerged Lands Act, 43 U.S.C. 1301 et seq., as in the grant by the United States under that Act to the several States of the United States of submerged lands beneath navigable water as that term is defined in that Act;
3. A navigational servitude upon the waters and beds of the Middle and North Salt Lagoons; and
4. Pursuant to Sec. 17(b) of the Alaska Native Claims Settlement Act of December 18, 1971, 43 U.S.C. 1601, 1616(b), and paragraph 9 of the NARL Agreement, the following public easements referenced by easement identification number (EIN) on the maps attached to this document or by NARL exchange easement identification number (NEEIN) on the maps included in the NARL Agreement are reserved to the United States for public purposes including but not limited to the construction, operation, maintenance, termination and removal of roads and other facilities pursuant to the NARL Agreement. All easements are subject to applicable Federal, State, or municipal corporation regulation. The following is a listing of uses allowed for each type of easement. Any uses which are not specifically listed are prohibited.

Road Easement - the uses allowed on a road easement are: travel by foot, dogsled, animals, snowmobiles, two- and three-wheel vehicles (ATVs), track vehicles, four-wheel drive vehicles, automobiles, and trucks.

30 Foot Power and Communication Easement - the uses allowed on a thirty (30) foot wide power or communication easement are those activities associated with construction, operation, maintenance, termination and removal of power and communication facilities.

- a. (EIN 1a C5, E) An easement sixty (60) feet in width for an existing road from EIN 1a C5, E in Sec. 28, T. 23 N., R. 18 W., Umiat Meridian, northeasterly, generally paralleling the Chukchi Sea to EIN 1a C5, E in Sec. 14, T. 23 N., R. 18 W., Umiat Meridian. The uses allowed are those listed above for a road easement.

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- b. (EIN 4 C5, E) An easement sixty (60) feet in width for an existing road (Cakeaters Road) from EIN 1a C5, E in Sec. 28, T. 23 N., R. 18 W., Umat Meridian, southeasterly through Lot 1, U.S. Survey No. 5253 to trail EIN 4a C5, E in Sec. 25, T. 22 N., R. 17 W., Umat Meridian. The uses allowed are those listed above for a road easement.
- c. (NEEIN-1) An easement sixty (60) feet in width for an existing gravel road from Building 900 on the former U.S. Coast Guard withdrawal (F-81470), which is the True Point of Beginning; thence N. 11°45' W., a distance of 1,068 feet more or less along a gravel road to a point; thence N. 19°00' W., a distance of 1,053 feet more or less along a gravel road to a point; thence N. 22°30' W., a distance of 1,620 feet more or less along a gravel road traversing the west side of Imikpuk Lake to a point; thence in a Northerly and Westerly direction along existing gravel roads on the NARL complex to the Beach Road (EIN 1a C5, E) thence Northeasterly along the Beach Road, through a junction, to Air Force withdrawal F-84258, and Southeasterly from the junction along an existing gravel road to Air Force withdrawal F-84258, and Southwesterly along the Beach Road to the western limits of the NARL Tract 1 property. The uses allowed are those listed above for a road easement.
- d. (EIN 4b C5, E) An easement one hundred (100) feet in width for a proposed road from the southern boundary of Sec. 26, T. 20 N., R. 18 W., Umat Meridian, southerly into Sec. 3, T. 19 N., R. 18 W., Umat Meridian. The uses allowed are those listed above for a road easement.
- e. (EIN 5 C5, M) An easement one hundred (100) feet in width for a proposed road from the southern border of Sec. 29, T. 20 N., R. 17 W., Umat Meridian, southerly to public lands in Sec. 5, T. 19 N., R. 17 W., Umat Meridian. The uses allowed are those listed above for a road easement.
- f. (EIN 11g C4, E) An easement thirty (30) feet in width for an existing power line from Sec. 28, T. 23 N., R. 18 W., Umat Meridian into Lot 1, U.S. Survey No. 5253. The uses allowed are those listed above for a thirty (30) foot power and communication easement.

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- g. (NEEIN-2) An easement thirty (30) feet in width for an existing electrical transmission line from Building 900 on the former U.S. Coast Guard withdrawal F-81470 which is the True Point of Beginning; thence N. 29°15' E., a distance of 40 feet more or less to a point; thence N. 34°00' W., a distance of 257 feet more or less to a point; thence N. 29°02' W., a distance of 2,700 feet more or less to a point; thence N. 16°58' E., a distance of 50 feet more or less to a point; thence N. 26°42' W., a distance of 600 feet more or less to a point; thence N. 63°18' E., a distance of 75 feet more or less to Building 342 which is the Power Building. In the event that either the power source or the point of delivery is established at a new location, UIC shall provide easement(s) necessary to continue services to the Federal facilities located in NARL Tract 1. The uses allowed are those listed above for a thirty (30) foot power and communication easement.
- h. (NEEIN-3) An easement thirty (30) feet in width for an existing telephone transmission line from Building 900 on the former U.S. Coast Guard withdrawal F-81470 which is the True Point of Beginning; thence N. 29°15' E., a distance of 30 feet more or less to a point; thence N. 34°00' W., a distance of 257 feet more or less to a point; thence N. 29°02' W., a distance of 2,700 feet more or less to a point; thence N. 16°58' E., a distance of 50 feet more or less to a point; thence N. 26°42' W., a distance of 600 feet more or less to a point; thence N. 42°32' W., a distance of 140 feet more or less to a point; thence N. 88°38' W., a distance of 9 feet more or less to Building 143A which is the Communications Building. In the event that either the Communications Building or the point of delivery is established at a new location, UIC shall provide easement(s) necessary to continue services to the Federal facilities located in NARL Tract 1. The uses allowed are those listed above for a thirty (30) foot power and communication easement.
- i. (EIN 11 C4) The continuance of a public easement into and across NARL Tract 1 and into and across NARL Tract 2 as referenced in IC No. 045 4(g)(2), for continued use of natural

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gas supplies to Federal facilities on NARL Tract 1. The uses allowed are those activities associated with construction, operation, maintenance, termination and removal of the gas line facility;

An easement forty (40) feet in width for an existing gas line from its point of origin within NARL Tract II (Lot 1, U.S. Survey No. 5253) northwesterly to Federal facilities being retained within NARL Tract I (F-026975).

- j. (NEEIN-4) A 2.07-acre site easement on lands described in paragraph 7d of the NARL Agreement for an air navigation station in support of air traffic.
- k. Airport and Aviation Easement. Easement for air aviation rights on the lands described in paragraph 6 of the NARL Agreement for landing, takeoff and public safety surrounding the boundary of the runway on lands retained by the United States triangulated for height and distance from the runway in accordance with U.S. Air Force regulations.
- l. (NEEIN-6) Air Navigation Easement. An easement for the air navigation aids or facilities associated with the NARL Air Force Airstrip/Airport which may encroach upon lands to be conveyed to UIC, to all the continued, safe operation of the NARL Air Force Airstrip/Airport located in Secs. 14, 15, and 22, T. 23 N., R. 18 W., Uniat Meridian.
- m. (NEEIN-7) Water and Electrical Utility and Site Easements. Subject to the utilization provisions of paragraph 12 of the NARL Agreement a water and electrical utility easement for the purpose of providing water from Imikpuk Lake to U.S. Air Force facilities. The easement shall be thirty (30) feet in width and extend linearly beginning at a point approximately five hundred (500) feet from the southwestern end of the NARL Air Force Airstrip/Airport at a point on the southern edge of the contractors camp road, thence continuing along the southern edge of said contractors camp road in a southwesterly direction approximately six hundred fifty (650) feet to a point, thence

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continuing in a southeasterly direction fifty (50) feet to the edge of Imikpuk Lake, and containing one half (½) acre more or less.

In addition there shall be an easement within the lake and upon the bed thereof one hundred fifty (150) feet wide and one hundred fifty (150) feet long containing approximately one half (½) acre for the protection of the quality of the water and any equipment necessary for removal of water from the lake.

THE GRANT OF THE ABOVE-DESCRIBED LANDS IS SUBJECT TO:

1. Issuance of a patent after approval and filing by the Bureau of Land Management of the official plat of survey confirming the boundary description and acreage of the lands hereinabove granted;
2. Valid existing rights therein, if any, including but not limited to those created by any lease, contract, permit, right-of-way, or easement, and the right of the lessee, contractee, permittee, or grantee to the complete enjoyment of all rights, privileges, and benefits thereby granted to him. Further, pursuant to Sec. 17(b)(2) of the Alaska Native Claims Settlement Act of December 18, 1971 (ANCSA), 43 U.S.C. 1601, 1616(b)(2), any valid existing right recognized by ANCSA shall continue to have whatever right of access as is now provided for under existing law;
3. The following third party interest, if valid, identified in the NARL Agreement and all other permits, easements, and rights-of-way issued by any agency of the United States which are on, under and across the lands to be conveyed by the NARL Agreement and outstanding on the date of conveyance:

A right-of-way, NF(R)-2382, dated September 21, 1970, for a telephone cable (subterranean and submarine) located in Secs. 28, 32 and 33, T. 23 N., R. 18 W., Umiat Meridian, granted to General Telephone Company of Alaska as provided by 10 U.S.C. 2668;

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4. The terms and conditions of the Agreement Between the United States of America and Ukpeagvik Inupiat Corporation of February 7, 1986, as amended, a copy of which is hereby attached to and made a part of this conveyance document;
5. UIC as a covenant running with the land, shall provide easements on, under or across lands being conveyed under the NARL Agreement to the United States at no cost to the United States, or easements to third parties under terms and conditions to be negotiated with such third parties, so that services may be provided to the installations of the United States or their replacements, on the Barrow Peninsula. The Barrow Peninsula is herein defined as that land north of the township line between T. 21 N., and T. 22 N., Umiat Meridian. Said easements shall include, but not be limited to, providing electricity, sewers, water, navigation, communications, heat and fuel lines;
6. UIC, as a covenant running with the land, shall not take any action to interrupt by any means gas line service, electrical line service, communications or gas field operational activities within the exterior boundaries of lot 1 USS 5253 (also referred to as NARL Tract 2) as required to be conducted by the North Slope Borough in the operation of the Barrow Gas Field, under the provisions of P.L. 98-366.
7. UIC, as a covenant running with the land, shall provide potable water from Imikpuk Lake to any installation of the United States within Lots 3, 4, and 5 of U.S. Survey No. 5253 at reasonable rates so long as potable water is available from Imikpuk Lake. If the parties are not able to agree upon a reasonable rate, UIC will provide potable water and take appropriate action to receive compensation for water as provided. If UIC should refuse to provide potable water under the provisions of this paragraph, the United States reserves the right to seek an injunction to compel UIC to provide such water or provide water to itself. If the United States takes water from Imikpuk Lake, it shall measure the quantity of water taken and pay compensation to UIC for the reasonable value of the water so taken;
8. UIC agrees as a covenant running with the land to protect, maintain and preserve any portion of the Birnirk National Historic Landmark (approximately 5 acres located within Sec. 14, T. 23 N., R. 18 W.,

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Umiat Meridian, Alaska) conveyed pursuant to the NARL Agreement. No development activity within any portion of the Birnirk National Historic Landmark conveyed pursuant to the NARL Agreement may be undertaken unless the development is consistent with the purposes of the landmark designation and is approved in accordance with the National Historical Landmark Program of the National Park Service after further consultation with the Alaska State Historic Preservation Officer; and

9. As to the lands conveyed pursuant to Sec. 14(a) of ANCSA, the requirements of Sec. 14(c) of ANCSA, 43 U.S.C. 1601, 1613(c), as amended, that the grantee hereunder convey those portions, if any, of the lands hereinabove granted, as are prescribed in said section.

IN WITNESS WHEREOF, the undersigned authorized officer of the Bureau of Land Management has, in the name of the United States, set her hand and caused the seal of the Bureau to be hereunto affixed on this 1st day of June, 1989, in Anchorage, Alaska.

UNITED STATES OF AMERICA

/s/ Barbara S. Knudsen

Barbara S. Knudsen
Chief, Branch of Northwest Adjudication

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